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May 17, 2023

Mayor Dennis Walsh and Orono City Council
City of Orono
2750 Kelley Parkway
Orono, MN 55356

VIA U.S. MAIL AND EMAIL
(aedwards@ci.orono.mn.us)

Re: Orono's Breach of the Agreement and Contract for Fire Protection with the City of Long Lake

Dear Mayor Walsh and Orono City Council:

This correspondence follows my letter of April 25, 2023 pointing out a number of breaches by Orono of its Contract for Fire Protection with the City of Long Lake. On May 8, 2023, Orono published an Orono Fire Needs Assessment that evidences further breach, and anticipatory breach of the Agreement.

Attached to this letter is the December 12, 2011 Addendum to Contract for Fire Protection that was signed by Orono's then Mayor, Lili McMillan and its City Administrator, Jessica Loftus. In that Addendum Fire Station No. 2 in Navarre was included in the overall Agreement, and it is clear that Long Lake has responsibility to "oversee all activities and operations at Fire Station No. 2." (Paragraph 1). Additionally, "Long Lake will be responsible for operating and maintaining the fire station . . ." (Paragraph 2). "The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2." (Paragraph 5).

Despite this clear language, and the fact that the Fire Protection Agreement extends through December 31, 2025, Orono's Needs Assessment has a number of affirmative assertions that are in direct conflict with the existing Agreement. First and foremost, in Annex D, at pages 70 and 71, there are references to "Assume Control of Navarre Station" in the June/July 2024 timeframe, along with "Remodel Fire Station 1" and "Remodel Fire Station 2" in the July 2024 to November 2025 timeframe. Again, the existing Agreements make clear that Long Lake is responsible for operating and maintaining these stations through December 2025. Under "Recommendations for 2024", the Assessment states: "State Fire Marshall (sic) – The Fire Chief will contact the State fire (sic) Marshall's (sic) office to do an inspection of Station 2 for the purpose of obtaining a fire department identification number." Again, Station No. 2 is under the operation and maintenance of the Long Lake Fire Department. Additionally, Orono is well aware that Long Lake entered into a fire services agreement with Minnetonka Beach based upon the proximity of Station No. 2. Any attempts at restricting Long Lake's access or use of that station would constitute, at the very least, tortious interference with contract. Should Orono take

any affirmative steps to assume control of either Station No. 1 or Station No. 2 prior to the expiration of the operative Agreements, Long Lake will immediately institute legal proceedings and seek all available remedies, including injunctive relief.

Other provisions in the Needs Assessment strengthen the concerns expressed in our earlier letter. Under “Recommendations for 2023”, the Assessment states: “The City of Orono will have to have special legislation written and passed to facilitate the move (sic) the firefighter’s pensions from Long Lake to Orono Relief Association.” (Paragraph 7.1.1(1)). Furthermore, paragraph 7.1.4(6) of the Assessment states: “Orono should start to engage Minnetonka Beach in conversation for the Orono Fire Department to cover the City of Minnetonka Beach, which has been covered by the Long Lake Fire Department.” Under “Recommendations for 2024”, the Assessment further states “Orono should start to engage Medina in conversation for the Orono Fire Department to cover the small area of Medina which has been covered by the Long Lake Fire Department. . . .” These two statements are a clear indication of Orono’s tortious intent to interfere with existing contracts, and are illegal on their face.

Given the contents of Orono’s Needs Assessment published after my previous letter was sent, it is clear that Orono continues to breach the Fire Protection Agreement, and intends to breach it in additional ways and interfere with Long Lake’s existing contracts. Long Lake stands ready to vigorously defend its legal and contractual rights, and in so doing protect the residents of Orono, Long Lake, Medina and Minnetonka Beach. As always, Long Lake is willing to collaborate toward sustainable, forward-thinking fire services in our communities and its welcomes a response to the counter-proposal that was sent to Orono in January 2023.

Sincerely,



Christopher H. Yetka, for
Larkin Hoffman Daly & Lindgren Ltd.

Encl.

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c: (w/encl): Soren Mattick, Esq.
City of Long Lake

ADDENDUM TO CONTRACT FOR FIRE PROTECTION

THIS CONTRACT is made and entered into this 12th day of December, 2011 between the **CITY OF LONG LAKE**, Hennepin County, Minnesota, and the **CITY OF ORONO**, Hennepin County, Minnesota (herein collectively the "Cities").

WHEREAS, the Cities previously entered into an "Agreement and Contract for Fire Protection" dated October 15, 2002 (hereinafter the "Fire Protection Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Cities also previously entered into a "Contract for Joint Ownership" of a new fire station located at 340 Willow Drive, Orono, Minnesota (hereinafter the "Long Lake Fire Station") attached hereto as Exhibit "B"; and

WHEREAS, the Contract for Joint Ownership provides that at the time of completion of construction of the Long Lake Fire Station that Long Lake will be responsible for operating and maintaining the fire station, and that the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services provided from the fire station would be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place; and

WHEREAS, The Long Lake Fire Station has been built and is operational; and

WHEREAS, The Long Lake Fire Department is now providing fire services to the Navarre area of Orono; and

WHEREAS, The Long Lake Fire Station #2 has now been built in Navarre, and is operational; and

WHEREAS, the Cities desire to add an addendum to the existing Fire Protection Agreement to reflect the provision of fire services to the Navarre area of Orono, and the operational costs related to Fire Station No.2.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth the Cities do hereby agree as follows:

1. FIRE STATION No. 2 OPERATIONS. Long Lake agrees to oversee all activities and operations at Fire Station No. 2 under the same terms and conditions as previously agreed to in the existing Fire Protection Agreement. All references in the existing Fire Protection Agreement to the Long Lake Fire Station shall be extended to include Fire Station No. 2.

2. COSTS AND EXPENSES. Long Lake will be responsible for operating and maintaining the fire station, and the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services

provided from the fire station will be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place.

3. **DEFINITIONS.** The Cities agree that "City Fire Service Areas" and the "Total Fire Services Areas" have changed to include the Navarre area of Orono, as indicated on the attached map.

4. **SERVICES TO BE RENDERED.** The Cities agree that Paragraph #2 of the existing Fire Protection Agreement is intended to include and cover the services and operations related to the Navarre area of Orono, and Fire Station No. 2.

5. **LONG LAKE OPERATIONAL RESPONSIBILITY.** The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2.

6. **STATE FIRE AID ALLOCATION AGREEMENT** (2% insurance). The Fire State Aid allocation agreement has been amended to allocate the State Aid related to the Navarre area to the City of Long Lake.

APPROVED by the Cities of Long Lake and Orono on the date first above written.

CITY OF LONG LAKE

BY: _____

Its Mayor

AND _____

Its City Administrator

12/07/11

CITY OF ORONO

BY: _____

Its Mayor

AND _____

Its City Administrator